



Bid Number: 15-B011R		Bids will be received until: March 2, 2015 @ 12:00pm	
Bid Title: Bees Ferry Road Grounds Maintenance			
Mandatory Pre-Bid: Feb. 17, 2015 – 2:30pm @ 823 Meeting Street, Conference Room A			
Mailing Date: February 6, 2015		Direct Inquiries to: Robin B. Robinson, Senior Buyer	
Vendor Name:		FEIN/SS#:	
Vendor Address:			
City – State – Zip:			
Telephone Number:		Fax Number:	
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.			
Authorized Signature: _____		Title: _____	
Date: _____			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.			

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to Robin Robinson in writing no later than **1:00pm on February 18, 2015**. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett-Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO BIDDERS

1. Submit one (1) signed original response. (*Unless otherwise specified in the solicitation.*) Bids must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Bids must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 145 King Street, Suite 104 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Bid. Each sealed envelope containing a Bid shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by along with the Due Date and Time. If you do not choose to submit a Bid, please complete and return the enclosed "No Bid" response form.

A "No Bid" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

2. Bidders must clearly mark as "**Confidential**" each part of their Bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Bids must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the Bid.
4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the Bid, the error should be crossed out, corrections entered and initialed by the person signing the Bid. Erasures or use of typewriter correction fluid may be cause for rejection. No Bid shall be altered or amended after specified time for opening.
6. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of Bids, but not thereafter.
7. Bids should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the

City's internal use. The City reserves the right to reproduce Bids for internal use in the evaluation process.

8. All Bids shall provide a straight forward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any Bid which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected. Submission of a Bid indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the Bid submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one Bid submitted by more than one company shall be deemed to be a Bid for a joint venture between or among the companies so submitting Bids unless the Bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All Bids should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a Bid, or if the Bid fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the Bid.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services.
15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the Bid and of any supplementary presentation (including any oral presentation) requested by the City.
16. **GRATUITIES AND KICKBACKS**
 - A) **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard,

rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Bid therefore.

- B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Bid represents that:

- A) The Bidder has read and understands this Solicitation (including all Specifications and Attachments) and that its Bid is made in accordance therewith.
- B) The Bidder has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of an Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Bid or any resulting contract.
- C) The Bid is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Bidder is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder's best skills and attention.
- E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Bidder's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the Bid or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 145 King Street, Suite 104, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to

said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Bid, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Bids or waive technicalities or informalities in any Bids received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) Final approval may rest with members of the City Council for the City of Charleston.
- E) All things considered equal, a tie Bid will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contract Coordinator, 145 King Street, Suite 104 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Bidder shall be notified of acceptance of its Bid by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit Bid security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or

intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. BIDDER'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTRACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the

Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

- A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.
- B) For Default: If the Contractor fails to comply with the terms of this Agreement, (specifically the quality of the product and the just in time delivery requirements), the City shall notify the Contractor in writing with the specifics regarding such noncompliance. The City then reserves the right to terminate this Agreement by written notice to the Contractor within thirty (30) days and shall be entitled to recover all fees, costs, claims or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims or damages. The Contractor shall not be entitled to any costs or damages resulting from a termination for default.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Bid and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B) By signing its Bid, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this

Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. GOVERNING/CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

- C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
- D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Bid Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL:

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE:

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed Bid, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

44. FUNDING

Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential,

as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "PROTECTED" on every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Bid (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Bid or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Bid to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Bid, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this Bid as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Bid shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL BIDDERS

Bidders not awarded a contract under this solicitation, may request return of their Bids within thirty (30) days after notification of award is mailed. All cost of returns shall be paid

by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a Bid, an Bidder agrees that during the period following issuance of a Bid and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION

The City reserves the right to reject any Bid that contains prices for individual items or services that are unreasonable when compared with the same or other Bids if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the Bid.

61. WITHDRAWALS

Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of Bids, but not thereafter.

62. AFFIRMATIVE ACTION

The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. CONTRACT TERMS

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO BID RESPONSE FORM

Bid Number: 15-B011R Bids will be received until: March 2, 2015 @ 12:00pm	
Bid Title: Bees Ferry Road Grounds Maintenance	
Mandatory Pre-Bid: Feb. 17, 2015 – 2:30pm @ 823 Meeting Street, Conference Room A	
Mailing Date: February 6, 2015 Direct Inquiries to: Robin B. Robinson, Senior Buyer	
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

To submit a **“No Bid”** response for this project, this form must be completed for your company to remain on our Bidder’s list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder’s list.

Please check statement(s) applicable to your **“No Bid”** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

Bid Number: 15-B011R	Bids will be received until: March 2, 2015 @ 12:00pm
Bid Title: Bees Ferry Road Grounds Maintenance	
Mandatory Pre-Bid: Feb. 17, 2015 – 2:30pm @ 823 Meeting Street, Conference Room A	
Mailing Date: February 6, 2015	Direct Inquiries to: Robin B. Robinson, Senior Buyer

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. ***By submission of a signed Bid, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email Address

Telephone Number

Toll-Free Number (if available)

Fax Number

Remittance Address

Date

City, State, Zip

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me _____ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than \$20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or \$10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By: _____
(Print Name)

Sworn to and subscribed before me at _____,
State of _____, this _____ day of _____, 20____.

_____(SEAL)

Notary Public for _____

My Commission Expires _____

MWBE Compliance Provisions and Instructions

Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

- ☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

- ☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

- ☐ **Affidavit C – *Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

Signature

Date

Print Name

Title

Witness

AFFIDAVIT A

Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Sworn to before me this ____ day of _____, 20__.

Signature: _____

Notary Public for the State of _____

My Commission Expires: _____

Title: _____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)

_____, Total Project Amount \$ _____
(Project Name)

I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: _____ % \$ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**);
Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

**City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce**

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____

Notary Seal:

General Information

The City of Charleston, South Carolina is soliciting vendors for the Bees Ferry Road Grounds Maintenance. **The Vendor must provide detailed information of product/service they are bidding, to include their Equipment Inventory List which consists of but not limited to: all equipment, vehicles, etc.**

There will be a Mandatory Pre-Bid Meeting at 2:30pm on February 17, 2015 @ 823 Meeting Street, Charleston, SC, Conference Room A.

Procurement Process

This is an **Invitation For Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

Questions

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. ***The City Will Not Accept telephone calls or visits regarding this Solicitation. All questions shall be in writing and addressed to: Robin B. Robinson, Senior Buyer, City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on February 18, 2015.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Oral Statements

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

Contractor Solely Responsible for Performance

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

Contract Negotiations

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this solicitation or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

Vendor's Duty to Inspect and Advise and Declare All Costs

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

Receipt of Proposals

Proposals must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt (**March 2, 2015 @ 12:00pm**) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted

Each Vendor must **submit one (1) Unbound Original and one (1) copy of the Bid are required for submission, plus one (1) digital copy (Flash Drive or CD).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note **"Original"** on the original bid.

Bid Format

Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

- a) All bids should be clearly marked **"15-B011R – Bees Ferry Road Grounds Maintenance"**
- b) All bids must be submitted in a sealed envelope. Sealed envelopes are to be placed in one mailing envelope marked **"15-B011R Bees Ferry Road Grounds Maintenance"**.
- c) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, Senior Buyer, City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, SC 29401.
- d) Proposals **must be received** in the City's Procurement Office **no later than 12:00 pm on March 2, 2015. Late proposals will not be accepted for any reason.**
- e) **No more than one bid may be submitted by any Vendor.**
- f) The proposal must be signed by an official authorized to contractually bind the Vendor.
- g) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences

Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality

The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Term of Contract

The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

Evaluation Procedure

All bids will be pre-qualified by an Evaluation Committee. The Evaluation Committee will make the final recommendation to the approving authorities of the City of Charleston. Negotiations and/or award of a contract may be initiated without further contact with other Bidders.

Basis for Award

The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder's physical premises prior to award to satisfy questions regarding the Bidder's capabilities.

GENERAL CONDITIONS

BEES FERRY ROAD GROUNDS MAINTENANCE

1. The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all work required in strict accordance with this contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
2. The Owner may withhold payments as outlined in the Specifications.
3. The actual performance of work and superintendence shall be performed by the Contractor but the Owner shall at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.
4. The Contractor shall not subcontract this work without the written consent of the Owner.
5. In any case where there is a matter of discrepancy in opinion concerning any portion of the specifications, work methods, work to be accomplished, or any other matter concerning this Contract, the final decision shall be that of the Owner.
6. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, its agents, or employees in the execution of the work or in guarding the same.
7. **CAUTIONARY SECTION**
The Owner shall expect the Contractor to take every method at his disposal to protect the properties on which he will be working. If, in the opinion of the Owner, the Contractor is acting in such a manner as to cause unnecessary damage to properties, whether they may be public or private, the owner shall invoke its authority to immediately terminate the contract. The termination of this contract shall be effective immediately upon verbal or written notice by the Owner to the Contractor.
8. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the Owner. Cancellation of insurance shall be grounds for termination of contract.
9. The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, Liability Insurance as hereinafter specified: Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims or personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or a subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$600,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in

any one accident; and a limit of liability of not less than \$600,000 aggregate for any such damages sustained by two or more persons in any one accident.

10. Insurance shall be written with a limit of liability of not less than \$600,000 for all property damage sustained by any one person in any one accident, and a limit of liability of not less than \$600,000 aggregate for any such damage sustained by two or more persons in any one accident.
11. The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the State of South Carolina Workmen's Compensation Insurance, including occupational disease provision, for all of the Contractor's employees, and in case any work is subcontract, the Contractor shall require such subcontractors identically to provide Workmen's Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract is not protected under the Workmen's Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
12. The Contract and all of its several parts shall be interpreted under the laws and statutes of the State of South Carolina.

All applicable laws, ordinances, and rules and regulations of any regulatory agency shall be binding upon the Contractor throughout the term of this Contract. The Contractor shall be responsible for compliance with all such regulations, laws, ordinances, rules or regulations, and shall hold the Owner harmless and indemnify same in the event of non-compliance.

13. Contractor is responsible for any and all damages arising out of any activity associated with this contract.
14. SAFETY AND HEALTH REGULATIONS
The Contractor shall comply with all local, State and Federal regulations pertaining to the protection of the safety and health of workers.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods and for any damage which may result from their failure or their improper construction, maintenance, or operation.

15. The Contractor shall obtain a City of Charleston Business License prior to beginning the work of this contract.
16. PERMITS AND CODES
 - a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the City. All construction work and/or utility, installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawing and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City Representative.

- b. The Contractor shall, at his own expense, secure and pay to the appropriate department of the City, the fees or charges for all permits for street pavement, sidewalks, removal of abandoned water taps, sealing of house connection drains, and sewer permits required by the local regulatory body or any of its agencies.
- c. The Contractor shall comply with the applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespassing on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

17. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

The following are the Plans, Specifications, and Addenda which form a part of this contract as set in the General Conditions, "Contract and Contract Documents".

Drawings: As listed on the Contract Documents Table of Contents.

Specifications: As listed on the Contract Documents Table of Contents.

Addenda: As issued.

GROUNDS MAINTENANCE OF BEES FERRY ROAD

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The contractor shall furnish all labor, supervision, equipment, and materials necessary to provide grounds maintenance services in accordance with requirements specified herein. The operations to be performed shall include cutting grass, pruning, edging, collection and disposal of trash, collection and disposal of litter and debris, cleaning gutters and walks, mulch application, soil amendment/fertilizer application, weed control, string trimming, sweeping/raking/blowing hardscape surfaces and other miscellaneous services as described. These operations shall be performed in accordance with the schedule provided in this package.

1.2 DESCRIPTION OF WORK

1.2.1 GRASS CUTTING

All grassed areas up to 40' from adjacent path or sidewalk shall be cut to a uniform height of 1-½" inches at the frequencies specified. If any bare ground within the limits of an area becomes vegetated with grass, weeds or other similar growths through natural spread, i.e. not artificially planted, it shall be maintained as part of the basic contract. String trimming shall be completed as part of the grass cutting around trees, shrubs, flower/shrub beds, cultivated areas, poles, walls, valves, and other similar objects to match the height and appearance of the surrounding mowed grass. All volunteer vegetation adjacent to structural elements shall be removed as part of the basic service and be accomplished weekly when on each site.

1.2.2 EDGING

All sidewalks, driveways, curbs, other paved areas with a defined edge, and shrubbery areas shall be mechanically edged with a motorized stick edger in accordance with the frequencies specified. In locations where there is only asphalt and no defined edge, stick edging is not required.

1.2.3 STRING TRIMMING

String trimming may be necessary in areas where mowers cannot reach. In no case shall contractor string trim around base of any tree or palmetto, shrub, or perennial. Any damage to bark of trees caused by string trimming will result in replacement of the damaged tree or plant materials by the contractor at his/her expense. Contractor shall point out issues to City of Charleston Contract Representative and appropriate action taken to avoid damage to trees. (This may include herbicide and mulch application to the areas in need.)

1.2.4 TRASH PICKUP - DEBRIS AND LITTER COLLECTION AND DISPOSAL

The contractor shall collect and dispose of debris and litter in or on all grassed areas, plant and shrub beds, wooded areas, sidewalks, streets and curbs in all sites before cutting grass. Debris and litter includes natural vegetation, leaves, pine straw and grass clippings in addition to man-made materials.

1.2.5 SWEEP/BLOW HARDSCAPE SURFACE

All hardscape surfaces within the work area are to be either swept or blown off at frequency shown on schedule. This includes the entire asphalt multi-use trail and all the concrete sidewalks within the project area. **All material is to be collected in bags and disposed of offsite; debris is not to be blown into streets or adjacent properties per City of Charleston Code of Ordinances.**

1.2.6 PERIODIC CLEANING OF SIDEWALKS, GUTTERS, AND CONCRETE MEDIANS

The contractor shall remove soil accretion, volunteer vegetation, debris and litter on sidewalks and paved surfaces within the work areas and in/along all concrete curb/gutters by scraping, shoveling, sweeping, vacuuming and/or other means necessary. Weeds and plant growth should be hand pulled and any remaining roots are to be sprayed with herbicide. Debris and litter includes natural vegetation, leaves, pinestraw, and grass clippings in addition to man-made materials. Materials shall be properly disposed of offsite. This item is intended to occur at wide intervals, and does not preclude routine debris and litter collection.

1.2.6 MULCH

Where required in the schedule mulch should be placed to cover the plant beds. **Premium Dyed Brown Shredded Pinebark Mulch** (City of Charleston Parks Department standard) should be placed to existing mulch areas at 1-2" thickness unless certain areas require more where mulch has eroded away. Remove mulch from previous applications to expose root flare of any trees and shrubs, as needed, and keep 6" away from the base of any/all tree trunks. The final product should be a uniform coverage and thickness.

1.2.7 PALMETTO PRUNING

All palmettos shall be pruned in early summer after flowers emerge, but before the seeds mature. Remove all flowering parts and dead and/or loose palmetto fronds/boots to achieve a full head branched at three and nine o'clock. All Palmettos along Bees Ferry

Road and in median areas are included in this scope of work. **Any and all pruning of trees is to be reviewed by the City of Charleston Parks Department before work begins and after work is complete.**

1.2.8 WEED CONTROL

A general purpose herbicide should be applied **as needed** in any parking area, sidewalk, curb, gutter or plant bed as needed to keep weeds controlled and eliminated. If needed, weeds are to be pulled by hand where they exist in all areas. All vines should be removed at the roots. Specifically, ALL edges of the asphalt trail are to be sprayed with herbicide to control weeds encroaching on the path as well as growing up through the pathway.

1.2.9 ANT TREATMENT

Spot treatments of all ant mounds with granular or liquid material will be required in all maintenance areas. This includes all road shoulder areas along sidewalks and multi-use path, as well as the center medians. Applicator must have the appropriate license with the State of South Carolina.

1.3 MANAGEMENT

- 1.3.1 The contractor shall manage the total work effort associated with the grounds maintenance services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including but not limited to: planning, scheduling, report preparation and quality control. The contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices.

A. WORK CONTROL

The contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The contractor shall plan and schedule work to assure labor, equipment and material are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal or written scheduling and status reports shall be provided when requested by a City representative.

B. MONTHLY WORK SCHEDULE

In addition to the requirements of the "Work Schedule" the contractors monthly work schedule shall indicate the proposed date of accomplishment of all required services by project. Once approved, the contractor shall strictly adhere to the schedule in order to facilitate the Department of Parks inspection of the work.

C. SCHEDULE OF WORK

The work shall be executed in such a manner as to cause the least interference with the normal functions of the facility activities. Prior to beginning any work, the Contractor shall meet with the Grounds Supervisor in order that approved schedule and sequence of work may be arranged.

D. FIRE PREVENTION

The Contractor shall ensure that his employees know how to operate a fire extinguisher. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste and trash. Contractor's employees operating critical equipment

shall be trained to properly respond during a fire alarm or fire, in accordance with local activity instructions.

1.3.2 ENVIRONMENTAL PROTECTION

The Contractor shall comply with all applicable environmental protection requirements. The Contractor shall comply with Federal, State and Local laws and with regulations and standards regarding environmental pollution. All environmental protection matters shall be coordinated with the Grounds Supervisor. Inspection of any of the facilities operated by the contractor may be accomplished by the authorized officials on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary fine against the City for violations caused by the contractor's negligence, the Contractor shall reimburse the City for the amount of the fine and any other related costs.

The Contractor shall clean up any oil or fuel spills or other environmental hazards that result from the Contractor's operations. The Contractor shall comply with the instructions of City safety personnel and be aware of conditions which create a nuisance or which may be hazardous to the health of personnel. The Contractor's failure to take necessary action in a timely manner will result in the City implementing measures to clean up the hazard or spill. Any and all costs incurred by the City will be deducted from the Contractor's subsequent monthly invoices.

1.3.3 SAFETY REQUIREMENTS AND REPORTS

All work shall be conducted in a safe manner and shall comply with the requirements of the City. The City will not provide safety equipment to the Contractors.

- A. Prior to commencing work, the Contractor shall meet in conference with the Grounds Supervisor and City Safety Manager to discuss and develop mutual understanding relative to administration of the Safety Program.
- B. The Contractor shall report to the Grounds Supervisor or City Safety Manager exposure date and all accidents resulting in death, trauma or occupational disease. All accidents must be reported to the Grounds Supervisor within 24 hours of their occurrence.
- C. The Contractor shall submit to the Grounds Supervisor a full report of damage to City property and/or equipment by Contractor's employees. All damage reports shall be submitted to the Grounds Supervisor within 24 hours of the occurrence.

1.3.4 ACCIDENT PREVENTION

- A. In performing this contract, the contractor shall provide for protecting the lives and health of employees and other persons, preventing damage to property, materials, supplies, and equipment and avoiding work interruptions for these purposes. The Contractor shall:
 - 1. Provide appropriate safely barricade, signs and signal lights;
 - 2. Ensure that any additional measures are taken deemed necessary by the Grounds Supervisor for this purpose.
- B. The Contractor shall maintain an accurate record of exposure data on all accidents; incidental to work performed under this contract resulting in data, traumatic injury, occupational disease, or damage to property, materials, supplies

or equipment. The Contractor shall report this data in the manner prescribed by the Grounds Supervisor.

- C. The Grounds Supervisor shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of work, shall be deemed sufficient notice of noncompliance and corrective action required. After receiving the notice, if the Contractor fails or refuses to take corrective action, the City may demand the Contractor cease work until appropriate action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these conditions.

1.3.5 CONTRACTOR EMPLOYEES

- A. The Contractor shall provide to the Grounds Supervisor the name or names of the responsible supervisory person or persons authorized to act for the Contractor.
- B. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.
- C. Contractors' employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
- D. The Contractor shall remove from the site any individual whose continued presence is deemed by the Grounds Supervisor to be contrary to the public interest.
- E. No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he is a citizen of the United States, or if an alien, his residence within the United States is legal.

1.3.6 IDENTIFICATION OF CONTRACTOR VEHICLE

Each Contractor-provided vehicle shall display the contractor's name so that it is clearly visible and shall, at all times, display a valid state license plate.

1.3.7 PERMITS

The Contractor shall, without additional expense to the City, obtain all appointments, licenses and permits required for the execution of the work. The Contractor shall comply with all applicable Federal, State and Local laws. Evidence of such permits and licenses shall be provided to the Grounds Supervisor before work commences.

1.3.8 INSURANCE

Within fifteen (15) days after the award of this contract or before commencement of this contract, the Contractor shall furnish the Grounds Supervisor a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

- | | | |
|----|----------------------------------|--|
| 1. | Comprehensive General Liability: | \$600,000.00 per occurrence |
| 2. | Automobile Liability: | \$100,000.00 per person, \$600,000.00 per occurrence, \$20,000.00 per occurrence for Property Damage |

3. Workers Compensation: AS REQUIRED BY STATE AND FEDERAL WORKERS COMPENSATION STATUS.
4. Employer's Liability Coverage: \$600,000.00 except in states where Worker's Compensation may not be written by private carrier.
5. Other as required by State Law
6. The Certificate of Insurance shall provide for thirty (30) days written notice to the Grounds Supervisor by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "INSURANCE" clause.

1.3.9 WORK OUTSIDE REGULATIONS

Except as may otherwise be authorized, all work shall be performed during regular working hours, which are defined as 7:00 a. m. to 7:00 p. m. If the Contractor desires to carry on work on Saturday, Sunday or holidays, he may submit an application to the Grounds Supervisor for approval considerations at least three (3) days prior to scheduled work outside regular hours.

1.3.10 PERFORMANCE EVALUATION MEETINGS

The Contractor's representative shall meet with the City Grounds Supervisor representative bi-weekly during the first month of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Grounds Supervisor. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings will be prepared by the City and shall be signed by the Contractor's representative and the City representative.

Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Grounds Supervisor any areas of disagreement within five (5) working days.

1.3.11 WEEKLY REPORTS

The Contractor shall provide written bi-weekly reports of work completed. The report shall include information on what crew was onsite what day and for how long. This will assist City of Charleston Grounds Supervisor in documenting completed work and tracking any deficiencies. The report may be a checklist from crew leader; a copy of the report form shall be submitted to the City of Charleston Parks Department for review.

PART 2 INSPECTION AND ACCEPTANCE

2.1 ACCEPTANCE

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by a designated City representative.

Contractor is encouraged to establish a routine schedule for each location (i.e. Thursday of the specified week) to facilitate inspections and acceptance. The Grounds Supervisor may determine that regular reporting by the Contractor is necessary.

2.2 SCHEDULE OF DEDUCTIONS

The “Unit Price Bid Form / Schedule of Deductions” shall be submitted as part of the Contractor’s proposal. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the schedule must be amended within ten (10) days of the date of the modification. Prices shown in the “Unit Price Bid Form / Schedule of Deductions” will be utilized in conjunction with the CONSEQUENCE OF CONTRACTOR FAILURE TO PERFORM REQUIRED SERVICES clause (2.3) in making deductions to the contract price for non-performed or unsatisfactorily work.

2.3 CONSEQUENCE OF CONTRACTOR FAILURE TO PERFORM REQUIRED SERVICES:

A. The Contractor will be held to the full performance of the contract. The City will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming service as specified below.

1. A contract requirement may be composed of several subtasks called work requirements. A contract requirement may be determined to be partially complete if the contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may be taken from the Contractor's invoice.
2. The City reserves all rights for partially completed work as set forth below:

B. The City will give the Contractor written notice of deficiencies by copies of the Inspector's Reports or otherwise prior to assessing liquidated damages or deducting for non-performed or unsatisfactory work. Therefore:

1. In the case of non-performed work, the City:
 - a. Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to (b) below and satisfactorily completes the work;
 - b. May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Grounds Supervisor, but in no event longer than twenty-four (24) hours in the case of all other services, of the notice to the Contractor of such non-performance, at no additional cost to the City; or
 - b. May, at its option, perform the services by City personnel or other means.
2. In the case of unsatisfactory work, the City:
 - a. Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the prices set out in the Schedule or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform pursuant to (b) below and satisfactorily completes the work;
 - b. May at its option, afford the Contractor the opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Grounds Supervisor,

within twenty-four (24) hours in the case of all other services, of the notice to the contractor of such unsatisfactory performance, at no additional cost to the City; or

- c. May at its option, perform the services by City personnel or other means.
- C. Should the City elect options B.1.a, B.1.b, B.2.a, or B.2.b above, the City will also assess, as liquidated damages, an additional ten percent (10%) of an amount associated solely for observed defects (internal and external to the example). The liquidated damages are to compensate the City for Administrative costs and other expenses resulting from the non-performance or unsatisfactory performance.
- D. Should the City elect options B.1.c, or B.2.c above, the City will reduce the contract payment, by the amount paid to any personnel (based on wages, retirement, and fringe benefits) plus materials, or the actual costs of other means that accomplished the services. If the actual costs cannot be readily determined, the process set in the Schedule will be utilized in establishing a deduction amount. In addition to these payment deductions, the City will assess an additional twenty-percent (20%) in liquidated damages to compensate the City for administrative costs and other costs incurred by the City to obtain satisfactory completion of the services.
- E. Where the City exercises its option in B.1.b or B.2.b, the contractor's original inspection results shall not be modified upon re-inspection. Instead, any payment reduction shall be offset by a credit for satisfactory re-performance.
- F. The City's exercise of rights under this clause shall not preclude either (1) single occurrences of such non-performance or unsatisfactory performance, or (2) multiple occurrences of non-performance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination for default in accordance with the clause entitled DEFAULT (FIXED PRICE SUPPLY AND SERVICE) of Section I.

- 2.4 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK: In accordance with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK", deductions may be taken for non-performed or unsatisfactory work. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the City, estimating methods may be used. Engineering Performance Standards (EPS) Means Cost Data or other estimating sources may be utilized to estimate the cost of non-performed work or the costs which would be incurred in remedying unsatisfactory work. The City may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, City estimates of the contractor's overhead and profit rates and City estimates of material costs if applicable.

Liquidated damages to compensate the City for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the "CONSEQUENCES OF CONTRACTOR FAILURE TO PERFORM REQUIRED WORK" clause. (Section 2.3)

PART 3 THE SCHEDULE

3.1 LOCATIONS

The exact locations are defined as follows. Contractor shall be responsible for visiting each site prior to submitting a bid.

- **The entire length of Bees Ferry Road from the intersection at Savannah Highway (Highway 17) to the intersection of Ashley River Road (Highway 61). This includes all the center medians – planted and concrete, as well as both road shoulders. At the intersection of Highway 61, contractor shall maintain to the shopping center driveway to the south (approximately 250 LF of Ashley River Road).**

3.2 PERFORMANCE PERIOD OF CONTRACT

The contract term shall be for a period of approximately twelve (12) months commencing on or about April 1, 2015 and ending on March 31, 2016. However, the City reserves the right to award for the base period of a number of months less than the twelve (12) months stated at the unit prices bid. The City has the option to extend the term of the contract up to four (4) consecutive twelve (12) month periods by issuing the modification to the Contractor prior to expiration of the contract. In the option periods the City will adjust the prices, as required, based on new Department of Labor Wage Rate Determinations and/or increases in the cost of fuel and petroleum based materials.

3.3 PERFORMANCE/PRE-CONSTRUCTION CONFERENCE

Prior to commencing work, the Contractor shall meet in conference with the Grounds Supervisor at a time to be determined by the Grounds Supervisor, to discuss and develop mutual understanding relative to scheduling and administering work. The contractor shall submit a current insurance certificate to the Grounds Supervisor at the pre-performance conference.

3.4 CHANGE ORDERS

Change Orders may be issued orally by the Grounds Supervisor in emergency circumstances. Oral modifications will be confirmed by issuance of a written modification within two (2) working days from the time of the oral communication modifying the order.

3.5 INVOICES/SUBMITTALS

A. An invoice is a written request for payment under the contract for supplies delivered and for services rendered. In order to be proper, an invoice must include as applicable the following:

1. Invoice date;
2. Name of Contractor,
3. Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment;
4. Name (where practical) title, phone number and mailing address of person to be notified in event of a defective invoice; and
5. Description of supplies or services, quantity (contract unit of measure) and unit price, and extended total;
6. Any other information or documentation required or other provisions of the contract (such as evidence of shipment).

7. Invoices shall be prepared and submitted in a quadruplicate (one copy shall be marked "Original") unless otherwise specified.
8. INVOICES ARE TO BE SUBMITTED TO THE GROUNDS MAINTENANCE SUPERVISOR FOR REVIEW AND APPROVAL.

B. For the purposes of determining if interest begins to accrue under the Prompt Payment Act:

1. A proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of supplies delivered or services rendered has occurred;
2. Payment shall be considered made on the date on which a check for such payment is dated;
3. Payment terms (e.g., "net 20") offered by the Contractor will not be deemed a "required payment date"; and
4. The following period of time will not be included:
 - a. After receipt of an improper invoice and prior to notice of any defect or impropriety, but not to exceed 15 days (or any lesser period established by this contract); and
 - b. Between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown in the notice.

3.6 INVOICING INSTRUCTIONS

Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Upon verification of work actually performed and receipt of a proper invoice and any required contractor submittals, invoices will be processed for payment. Invoice instructions for indefinite quantity portion shall be indicated on each individual delivery order.

3.7 PAYMENTS

- A. Payments shall be made in accordance with the clause entitled "payments" of the Contract Clause on submission of itemized requests by the Contractor and shall be subject to reduction for overpayment or increase for underpayment on preceding payments to the Contractor.
- B. The obligation of the City to make any of the payment required under many of the provisions of this contract shall, in the discretion of the Grounds Supervisor, be subject to (1) reasonable deductions on account of defects in material or workmanship, and (2) any claims which the City may have against the Contractor under or in connection with this contract. Any overpayment to the Contractor shall, unless otherwise adjusted, be repaid to the City upon demand.
- C. Terms Net 30 days.

3.8 MODIFICATION PROPOSALS - PRICE BREAKDOWN

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Grounds Supervisor. Unless otherwise directed, the breakdown shall be of sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or

changed. Any amount claimed for subcontractors shall be supported by a similar price breakdown.

In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Grounds Supervisor.

3.9 PRICE ADJUSTMENT IN THE OPTION YEARS FOR CHANGES IN WAGE DETERMINATIONS

- A. General: Where, as a result of the Department of Labor determination of minimum prevailing wages and fringe benefits applicable at the beginning of the renewal option period, the Contractor increases or decreases wages or fringe benefits of employees working on this contract to comply with the wage-determination, the affected contract unit prices and composite labor rates will be adjusted to reflect such increase or decrease in wages or fringe benefits as described above, and the concomitant increases or decreases in social security and unemployment taxes and workmen's compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profits. The Contractor warrants that the prices set forth in this contract do not include any allowance for a contingency to cover increased costs for which adjustment is provided herein.
- B. Payroll Records and Documentation. When requested, the Contractor shall provide records and documentation to the Grounds Supervisor to verify information concerning wages, hours expended, or price adjustments. Failure to provide the requested payroll records and documents may result in no price adjustment.
- C. Payroll Information. The Grounds Supervisor will notify the contractor of any increase or decreases in the wage determination applicable to this contract. The Contractor shall provide to the Grounds Supervisor, upon request, the direct labor hours expended in the firm-fixed price portion of the contract and the direct labor hours expended in the Indefinite Quantity Work, the Contractor shall identify by trade the wage rate paid and the direct labor hours expended.
- D. Computation of Adjusted Unit Prices for Schedule of Indefinite Quantity Work.
- E. Computation of Adjusted Prices for Schedule of Deductions.
The price adjustments for the Schedule of Deductions will be determined following the procedure described. For each trade, the difference between the rate paid and the new wage determination rate will be multiplied by the actual hours expended. This product is the total adjustment for the firm fixed-price portion of the contract.

The total adjustment will be distributed among the items of work in the Schedule of Deductions by taking the total price for each item of work, dividing by the total of the Schedule of Deductions, and multiplying by the total adjustments for the firm fixed-price portion of the contract. The adjusted total item of work price will be the sum of the original item of work price and the adjustment. Each unit price in the schedule will be computed by dividing the adjusted total item of work price by the number of units.

PART FOUR EVALUATION FACTORS FOR AWARD

4.1 AWARD SURVEY

The City may make an award survey of the low conforming bidder to determine whether such bidder is qualified and capable of performing the contract. The award survey will involve examination of the bidder's financial and technical status and understanding of the contract requirements.

- A. The following are examples of the information that, upon request, the bidder shall be required to provide in writing to the award survey team. Requested information shall be forwarded within three (3) days of request. Failure to provide requested information, or determination of the bidder's non-responsibility, may result in bid rejection.
1. Identification and qualifications of the Contractor's personnel and management.
 2. The Contractor's technical and management plans for performing required services.
 3. Description of Contractor's facilities and equipment.
 4. Summary of the Contractor's experience in performing work of the type required by these specifications.
 5. Current financial statements and data
 6. Other work presently under contract.
 7. Prior contracts for similar work, and the names and addresses of individual with the organization issuing the contract, which may be contacted for information concerning the Contractor's performance.

4.2 BASIS FOR AWARD

The contract will be awarded to the lowest responsible, responsive Bidder.

Bids are solicited on a Unit Base. Failure to submit bids for all items and quantities listed shall be cause for rejection of the bid.

END OF SPECIFICATIONS

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____ Address: _____ _____ Phone/Fax: _____ Email: _____
Name: _____ Address: _____ _____ Phone/Fax: _____ Email: _____
Name: _____ Address: _____ _____ Phone/Fax: _____ Email: _____
Name: _____ Address: _____ _____ Phone/Fax: _____ Email: _____
Name: _____ Address: _____ _____ Phone/Fax: _____ Email: _____

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
 - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and

- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

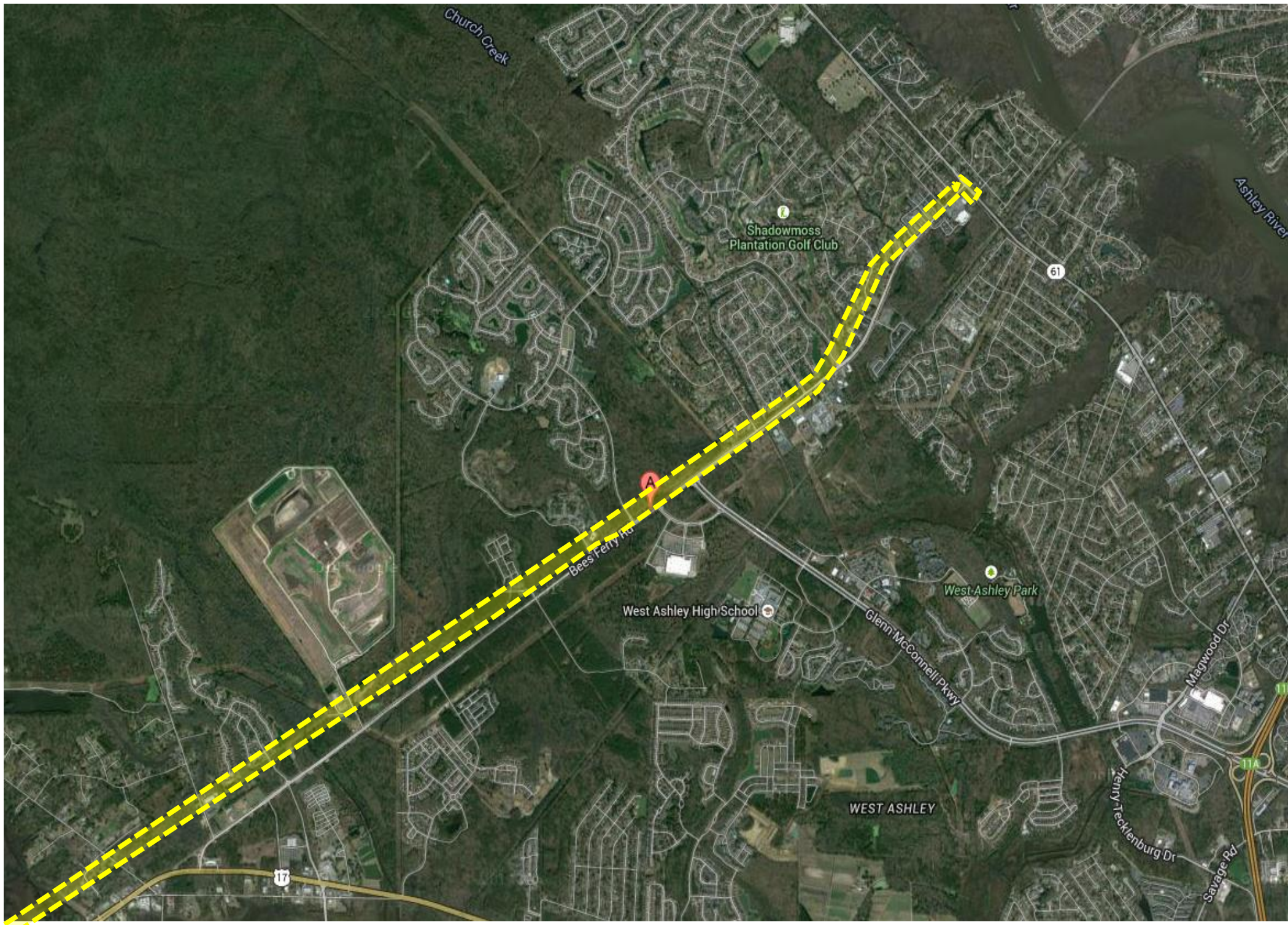
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
145 King Street, Suite 104
Charleston, SC 29401

ATTACHMENT A MAPS

BEES FERRY ROAD GROUNDS MAINTENANCE COVERAGE MAP - 2015



ATTACHMENT B

Maintenance Schedule

Bees Ferry Road Grounds Maintenance - Various Roadsides and Planted Medians

MASTER SCHEDULE

SCHEDULE OF WORK

Two-week cycle

Item	Week of: 2015																									
	30-Dec	13-Jan	27-Jan	10-Feb	24-Feb	10-Mar	24-Mar	7-Apr	21-Apr	5-May	19-May	2-Jun	16-Jun	30-Jun	14-Jul	28-Jul	11-Aug	25-Aug	8-Sep	22-Sep	6-Oct	20-Oct	3-Nov	17-Nov	1-Dec	15-Dec
Grass cutting	X		X		X		X		X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X
Edging	X		X		X		X		X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X
String Trimming	X		X		X		X		X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X
Trash collection / removal	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sweep/Blow Hardscape	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sidewalk/gutter cleaning					X				X				X				X				X					X
Mulch beds									X																	
Palmetto Pruning													X													
Weed control	As needed																									
Ant Treatment	Spot Treatments As needed																									

ATTACHMENT C

Bid Form

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
____ Yes ____ No
2. Did you sign the Certificate of Familiarity form?
____ Yes ____ No
3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
____ Yes ____ No
4. Did you sign the applicable Affidavit?
____ Yes ____ No
5. Did you mark your "Original" Bid and provide the required # of copies?
____ Yes ____ No
6. Did you complete and include all pricing sheets?
____ Yes ____ No
7. Did you include the required references?
____ Yes ____ No
8. Did you provide a copy of insurance and all other documentation requested?
____ Yes ____ No
9. Did you include and sign any addenda?
____ Yes ____ No
10. Did you double check to make sure you have included everything that is requested?
____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, **not** against this checklist. You do not need to return this checklist with your response.